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POWER OF ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:	Gilford et al.	Confirmation No.:	1668
Serial No.:	10/679,037	Art Unit:	1661
Filed:	October 2, 2003	Examiner:	Annette H. Para
For:	Strawberry Plant Named 'Driscoll Malibu'	Attorney Docket No.:	8170-064-999

POWER OF ATTORNEY BY ASSIGNEE
AND EXCLUSION OF INVENTOR(S) UNDER 37 C.F.R. 3.71
WITH STATEMENT UNDER 37 C.F.R. 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned assignee of the entire interest in the above-identified subject application hereby appoints Practitioners at Customer Number 20583 all of Jones Day, whose address is 222 East 41st Street, New York, New York 10017, as its attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71, provided that, if any one of these attorneys ceases being affiliated with the law firm of Jones Day as partner, counsel, or employee, then the appointment of that attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Please direct all correspondence for this application to customer no. 20583.

Statement Under 37 C.F.R. 3.73(b)

Driscoll Strawberry Associates, Inc. states that it is:

☒ the assignee of the entire right, title, and interest; or
☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment for which a copy thereof is attached.

OR

☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: To:
The document was recorded in the United States Patent and Trademark Office on
at Reel , Frame , or for which a copy thereof is attached.

2. From: To:
The document was recorded in the United States Patent and Trademark Office on
at Reel , Frame , or for which a copy thereof is attached.

3. From: To:
The document was recorded in the United States Patent and Trademark Office on
at Reel , Frame , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.
[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

ASSIGNEE: Driscoll Strawberry Associates, Inc.

Date: 1/20/05 Signature: _____

Typed Name: Al Rodrigues

Position/Title: Treasurer & CFO

JOINT

ASSIGNMENT

WHEREAS, WE, Kristie L. Gilford, Bruce D. Mowrey, and JoAnne Coss, ASSIGNORS, citizens of the United States, residing at 1525 North Dover Road, Dover, Florida 33527, 266 Web Road, Watsonville, California 95076, and 217 Katherine Avenue, Salinas California 93901, respectively and are the inventors of the invention in Strawberry Plant Named 'Driscoll Malibu' for which we have executed an application for a Patent of the United States

☐ which is executed on ☐ even date herewith or

☒ which was filed on October 2, 2003, as attorney docket No. 8170-064-999

and WHEREAS, DRISCOLL STRAWBERRY ASSOCIATES, INC., ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date January 6, 2005 Kristie L. Gilford L.S.

Kristie L. Gilford

State of Florida)
) SS.:
County of Hillsborough)

On January 6, 2005, before me, Rose Peacock, Notary Public, personally appeared **Kristie L. Gilford**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Rose Peacock

Rose Peacock
My Commission DD077377
Expires March 18, 2008

Date Jan. 3, 2005 Bruce D. Mowrey L.S.

Bruce D. Mowrey

State of California)
) SS.:
County of Monterey)

On January 3, 2005 before me, Hillary B. McCrea Notary Public, personally appeared **Bruce D. Mowrey**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Hillary B. McCrea

HILLARY B. MC CREA
Commission # 1362008
Notary Public - California
Santa Cruz County
My Comm. Expires May 13, 2008

NYJD: 1538677.1

Date Jan 3, 2005 JoAnne Cosa L.S.
JoAnne Coss

State of California)
) SS.:
County of Monterey)

On January 3, 2005, before me, Hillary B. McCrea Notary Public, personally appeared **JoAnne Cosa**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Hillary B. McCrea

HILLARY B. MC CREA
Commission # 1352008
Notary Public - California
Santa Cruz County
My Comm. Expires May 13, 2008